

REMARKS

Applicant sincerely appreciates the professional, courteous, and helpful interview granted by the Examiner to the undersigned on February 28, 2005, concerning the Office Action mailed December 1, 2004 ("Office Action"). During the interview, the contents of the Office Action were discussed. Specifically, U.S. Patent No. 4,605,043, issued to Grenier (the "Grenier Patent"), was discussed in detail as where Applicant's claims, and how Applicant's claims are believed to define over the Grenier Patent.

The application was originally filed with claims 1 - 28. In response to a restriction requirement mailed September 2, 2004, claims 1 - 10 and 28 were withdrawn from consideration. The Office Action referenced above, accordingly, was the result of the examination on the merits of remaining claims 11 - 27. Of those claims, claim 23 has been allowed, and claims 15 - 19 and 25 - 27 have been objected to. Claims 11 - 14, 20 - 22, and 24 have been rejected.

Claims 15 and 25 have been objected to as being duplicates of claims 16 and 26 respectively. By way of amendment above, claims 15 and 25 have been cancelled, thereby obviating the objection thereto.

Claims 11 - 14, 20, and 24 stand rejected under 35 U.S.C. §102(b) as being anticipated by the Grenier Patent, and claims 21 and 22 stand rejected under 35 U.S.C. §103(a) as also being unpatentable in view of the Grenier Patent.

Applicant respectfully requests reconsideration by the Examiner of the rejected claims.

Turning first to independent claim 11, the claim recites insulation material for fluid conduits, including, among other things, a jacket having a flange and an elongated

strip of material having an adhesive portion with a removable release member which, upon removal, is configured to adhere to the "outer side of said flange." It is respectfully submitted that Grenier neither teaches, discloses, nor renders obvious this structure claimed by Applicant.

Specifically, Grenier's device includes a jacket 10 disclosed as "formed by extrusion from suitable flexible plastic" (Column 3, line 20), having generally J-shaped seam members 15 and 16 which snap together. Grenier discloses a guard flap 18 having an adhesive strip 20 which engages a portion of jacket 10, but which does not engage either of seam members 15 and 16, even if either of such seam members were considered as Applicant's flange. Given the construction of Grenier, there would be no need for such adhesive member to contact seam members 15 and 16, due to the snap connection of the J-shaped members and since they actually extend radially inwardly towards the conduit beneath jacket 10. Moreover, it is difficult to envision how the Grenier design could be modified, or would need to be modified, even if there was a desire to do so, to enable his guard flap 18 to adhere to the outer side of either of those members 15, 16.

Accordingly, it is respectfully submitted that independent claim 11 is allowable and that the rejection thereof in view of the Grenier Patent should be withdrawn.

Similarly, claims 12 and 13, which depend from claim 11 are allowable for the same reasons as is claim 11 discussed above, since such claims add further limitations upon claim 11.

Independent claim 14 is believed allowable for the same reasons as is claim 11, in that it also recites a flap having an adhesive portion for adhering to the outer side of a flange, as does also claim 11.

Claims 16 – 19, which depend from independent claim 14, were indicated in the Office Action to include allowable subject matter in the Office Action, and are thus believed allowable for that reason, and also since they provide further limitations to claim 14.

Claims 20 – 22 likewise depend on claim 14, and are believed allowable for the same reasons as is claim 14, as they provide further limitations thereon.

As noted above, claim 23 has already been allowed.

Claim 24 is an independent claim for insulation material attachable to adjacent insulation material on fluid conduits, and includes a flange configured to extend above and over adjacent insulation material on a fluid conduit and a flap extending beyond a free edge of the flange, the flap having an adhesive portion with a release strip. The adhesive portion is configured, upon the release strip being removed, to attach the flap to the adjacent insulation material.

The Grenier Patent does not disclose an overlapping flange arrangement for attachment to adjacent insulation. As noted in the drawings of the Grenier Patent, and in its specification, the intersection between adjacent insulation in the Grenier Patent is recited as a butt joint 28 (column 3, line 65 – column 4, line 2). Grenier thus lacks the recited flange of Applicant, which is configured to extend above and over adjacent insulation material. Given the perhaps relatively rigid construction of Grenier's jacket 10,

since it is made of plastic, it is logical that Grenier uses a butt joint arrangement, and also uses pressure sensitive tape 27 for covering the butt joint.

However, Grenier lacks the jacket flap disclosed by Applicant, which has its own adhesive portion and release strip. Grenier also fails to teach or disclose Applicant's claimed flap which extends over Applicant's flange (which itself extends over the adjacent insulation material), and which attaches to the adjacent insulation material. Thus, since the foregoing structure is neither taught nor disclosed by Grenier, it is respectfully requested that the rejection of claim 24 be withdrawn.

Claim 25 is believed allowable for the same reasons as is claim 14, since it provides further limitations thereon, and claim 27, which also depends on claim 14, has already been indicated to contain allowable subject matter in the Office Action, wherein it was objected to.

New claim 29 has been added to more completely encompass the inventive aspects of Applicant's invention.

Accordingly, in view of the foregoing, it is respectfully requested that the outstanding objections and rejections be withdrawn, and that the application be passed to issuance in the due course of Patent Office business.

The Examiner is invited to contact the undersigned at (864) 240-2453 should there be any questions or if further information is required.

The Director is authorized to charge Deposit Account 12-0760 for any fee deficiency, and to credit any fee overpayment to said Account.

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Dated: 1 MAR 05

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